

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 68	
1. CONTRACT NO. DTFAAC-07-D-00052		2. SOLICITATION NUMBER		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED BID (RFP)	
4. DATE ISSUED		5. REQUISITION/PURCHASE NUMBER			
JED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		CODE AMQ0310-ARC		7. ADDRESS OFFER TO (If other than Item 5)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

B. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

S. FOR INFORMATION CALL	A. NAME Avis Franklin	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Avis.Franklin@faa.gov
		AREA CODE 405	NUMBER 954-7836	EXT.	

10. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	28	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	68
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	29	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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OFFER (Must be fully completed by offeror)

Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.
 compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR OKLAHOMA UNIVERSITY OF 1 1000 ASP AVE RM 314 NORMAN OK 73019	14B. CODE	14C. FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) James P. Pappas, Ph.D. Vice President for University Outreach Signing of Behalf of the Board of Regents of the University of Oklahoma
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14B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	15. SIGNATURE 	17. OFFER DATE 7/6/07
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AWARD (To be completed by CONTRACT AUTHORITY)

18. ACCEPTED AS TO ITEMS NUMBERED see Section B notes	19. AMOUNT \$0.00	20. ACCOUNTING AND APPROPRIATION See schedule
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
23. ADMINISTERED BY (If other than Item 6) See Schedule G	CODE AMQ340-ARC	24. PAYMENT WILL BE MADE BY CODE
25. NAME OF CONTRACTING OFFICER (Type or print) Avis Franklin	26. CONTRACT AUTHORITY (Signature of Contracting Officer)	27. AWARD DATE 07/06/2007

NOTE - Award will be made on this Form, or by other authorized official written notice.

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OKLAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Specialized Course Price List (all years) and provisions Section C thru Section J are hereby incorporated and attached (44 pages). Award of this Contract for Air Traffic instructional support and related Services incorporates the following:</p> <p>First: The Contractor's Subcontract plan dated June 13, 2007 is hereby incorporated by reference.</p> <p>Second: The FAA Administrative Contracting Officer shall review and negotiate all areas of services. Funding will be obligated to the Delivery Order at the completion of negotiation. Invoices shall be submitted in arrears of services performed on a monthly basis.</p> <p>Third: The Annual Price estimates are summarized as follows: Base Year = \$24,726,882.27 estimated Option Yr 1 = \$ 25,601,148.67 Option Yr 2 = \$ 26,507,961.78 Option Yr 3 = \$27,454,151.76 Option Yr 4 = \$28,444,733.27 DISTR: T Admin Office: AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125 Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 FOB: Destination Period of Performance: 08/01/2007 to 07/31/2012</p> <p>***** PART I - SECTION B ***** SUPPLIES OR SERVICES AND PRICES/COSTS PRICING SCHEDULE *****</p> <p>B.1 INSTRUCTIONAL SERVICES</p> <p>The contractor shall provide all personnel necessary for management, administration and personnel in the performance of all requirements described in the Performance Work Statement (PWS). The requirements represent a hybrid of services and pricing arrangements. Specific schedules for the performance of services will be coordinated by task when the delivery for requirements is known. The indefinite quantities required in the performance of tasks are projected in the PWS Appendix B. The performance shall be billed in accordance with the Contract Line Item Numbers (CLINS) below and are also applicable to the respective Option CLINS:</p> <p>CLIN 0001, 0002 (and respective option CLINS) Phase-In, Program Management, ISD, & Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
OHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Administration (Firm Fixed Price)				
	CLIN 0003 (and respective options CLINS) Pseudo Pilot support (Fixed price per day)				
	CLIN 0004 (and respective option CLINS) Specialized AT Training Courses (Fixed Price per Course)				
	CLIN 0005 (and respective option CLINS) Initial AT Training Courses (Cost)				
	CLIN 0006 (and respective option CLINS) facilitates payment of fixed fee applicable to Initial Training Instruction only)				
	CLIN 0007 (and respective option CLINS) Other Direct Costs (reimbursable costs)				
	a. Travel Expenses for transportation and subsistence IAW CLA 4531 entitled Travel Reimbursement				
	b. Subcontract services				
	CLIN 0008 (and respective option CLINS) (TBD) for Over and Above Requirements) Fixed Price per occurrence				
	The Government only guarantees ordering of the "minimum" dollar requirement which is equal to \$ 2.5M. The Delivery order for this minimum quantity will be issued within 10 days after contract award.				
	B.2 ESTIMATED COST FOR INITIAL INSTRUCTIONAL SERVICES AND FIXED FEE				
	The pricing arrangement for Instructional Services performed in support of Initial Air Traffic Courses has been designated as Cost plus a fixed fee. The total cost will be estimated by Instructor hours for the projected deliveries identified in the PWS Appendix B and the Contractors actual direct labor cost (hourly) for the period without fee or profit. Projected Instructor cost are incorporated by reference in accordance with the SIR DTFAAC-07-R-02167 rev. 2, dated 20 June 2007.				
	The government reserves the right to unilaterally increase or decrease the funding ceiling allocated for the items that are estimated as set forth in Schedule B (fixed fee excluded). In no event shall the contracting officer decrease the funds below the amount incurred by the contractor at the time of the notice of decrease.				
	Continued ...				

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AHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	*****BASE YEAR ***** SCHEDULE B SUPPLIES AND SERVICES *****				
0001	***** RESERVED ***** NOT REQUIRED Phase In Services provided in accordance with the PWS described Phase In/Phase Out Period, Para. 10.1. Cost/Price to be proposed with the Base Year Program Management and ISD Performance Requirements. Not Separately Priced ISO9000: N Electronic & IT: 03 TOTAL FIXED PRICE = \$4,872,107.25 PER YEAR				0.00
0002	Program Management, ISD, and Reports Management, Supervision, administration Instructional Design and Development described in Appendix B and performance conducted IAW schedules coordinated weekly and Reports described in the PWS and submitted as required in Appendix F CDRLS. Total Fixed Price 12 Months = \$ 406008.94 *11 months plus \$406,008.91 * 1 month) ISO9000: N Electronic & IT: 03 Payment of invoices is subject to receipt of reports that accurately identify performance provided for tasked schedules. Acceptance of reports is required for payment. Payment shall be 1/12 of the annual established fixed price. TOTAL PRICE = \$ 3,290,955.72 ESTIMATED Priced @ FIXED PRICE/PILOT DAY				0.00
0003	Pseudo Pilot Support Services described in the PWS Appendix B To be ordered as requirement schedules are defined. Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period. Estimated Pseudo Pilots Shift 1 (6 AM - 6 PM) estimated qty = 84 Continued ...				0.00

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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Shift 2 (6 AM - 6 PM) estimated qty = 36 Total estimated quantity per day = 120 Pseudo Pilots/day Estimated Training Days Shift 1 Est. Days = 182 Fixed Price= \$179.77 /Pilot Day Shift 2 Est. Days = 78 Fixed Price = \$ 193.23 /Pilot Day ISO9000: N Electronic & IT: 03 Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period TOTAL PRICE ESTIMATED = \$598,390.50 For Fixed Prices per Course				
0004	Specialized & Advanced Instruction for AT Courses. The Services shall be performed as described in the PWS Appendix B. To be ordered when requirement schedules are defined. Quantity Estimate = 87 Courses CLIN Total Price is estimated Specialized Training Course Price List follows Schedule B. ISO9000: N Electronic & IT: 03 Invoices shall be submitted monthly identifying the courses delivered during the billing period at the established Fixed price for the applicable course, date delivered and date completed. TOTAL PRICE = \$12,799,108.00 ESTIMATED Reimbursable Costs for Initial Course Instruction				0.00
0005	Instruction for AT Initial Courses to deliver Training as described in the PWS Appendix B. Services will be ordered when schedules are defined for these course requirements. The cost estimate may include labor cost for services other than the normal hours of operation (i.e. other than 6 AM - 6 PM) that will be identified in the task schedule when required. Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR
HOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
	<p>Total Estimated Hours = 339040</p> <p>CLIN Total Price is Estimated ISO9000: N Electronic & IT: 03</p> <p>COURSE HOURS ESTIMATED PER BRANCH</p> <table><tr><td>Academy</td><td>Course</td><td>Estimated</td></tr><tr><td>Organization</td><td>Area</td><td>Instructor hours (annually)</td></tr><tr><td>AMA 510</td><td>Enroute</td><td>149760</td></tr><tr><td>AMA 512</td><td>Terminal Radar</td><td>47840</td></tr><tr><td>AMA 513</td><td>Tower Cab</td><td>137280</td></tr><tr><td>AMA 800</td><td>International and Airport</td><td>4160</td></tr><tr><td></td><td>Total</td><td>339040</td></tr></table> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing period, the number of labor hours incurred, the labor costs, date course was initiated and date of course completion.</p> <p>TOTAL FIXED FEE = \$621,893.70</p> <p>Payment of Fixed Fee This fee is applicable to Initial Instructional Services (only) and shall not exceed the limitations stated herein The fixed fee shall not vary with actual total cost incurred. In the event the work cannot be completed within the estimated cost, the FAA may require more effort without increase in fee.</p> <p>TOTAL FIXED FEE = \$ 621893.70</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly for 1/12 of the established fee. \$51,824.48 *11 months plus \$51,824.42 *1 Month = \$621,893.70</p> <p>TOTAL ESTIMATE \$2,294,427.10 Costs are Reimbursable</p>	Academy	Course	Estimated	Organization	Area	Instructor hours (annually)	AMA 510	Enroute	149760	AMA 512	Terminal Radar	47840	AMA 513	Tower Cab	137280	AMA 800	International and Airport	4160		Total	339040				0.00
Academy	Course	Estimated																								
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AMA 512	Terminal Radar	47840																								
AMA 513	Tower Cab	137280																								
AMA 800	International and Airport	4160																								
	Total	339040																								
0007	<p>Other Reimbursable Support Services Subject to approval by the CO prior to incurring Continued ...</p>				0.00																					

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NAME OF OFFEROR OR CONTRACTOR
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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>costs.</p> <p>A. Travel: Transportation and Subsistence expenses associated with delivery of courses as described in the PWS, Para. 10.8. The costs are reimbursable in accordance with Clause CLA 4531.</p> <p>Total Travel = \$ 10,000 Government Estimate</p> <p>B. Subcontract Support</p> <p>IAW the negotiated Subcontracting Plan dated June 13, 2007</p> <p>Total Subcontracting Support = \$2,284,427.10 Estimated</p> <p>ISO9000: N Electronic & IT: 03</p> <p>The Contractor shall submit all invoices to the CO for review & negotiations services delivered. Payment in accordance with applicable AMS clauses identifying allowable costs.</p> <p>TOTAL = \$250,000 Gov't Estimate</p> <p>To Be Negotiated as Fixed price per Occurrence</p> <p>Over and Above Requirements within the scope of the PWS. Over & Above work shall be directed by the CO IAW CLA H.4 Task Ordering, and will be funded by modification to the Delivery Order at the time of each individual completed negotiation that provides tasked support approved by the CO. This CLIN facilitates the following when requested by task.</p> <p>A. Facilitates negotiation of ISD effort that is required when the Contractor has fulfilled (through Program Administration) the maximum number of new development deliveries that are defined in the PWS Appendix B. ISD effort to be established as fixed price for the development identified in the Request.</p> <p>B. Facilitates incorporation of new courses that are accepted by the FAA after the prototype has been delivered as part of ISD administration. Price and course to be established as fixed price per course for Advanced Training Courses.</p> <p>C. Facilitates negotiation of closeout</p> <p>Continued ...</p>				0.00

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LINE NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>requirements that are not defined in the current PWS Program Management and Administration requirements. The specific requirements and request for the proposed fixed price will be coordinated at least 60 days in advance when required and is subject to negotiation.</p> <p>Total quantity --- To be Determined CLIN Total Price = \$ 250,000.00 Government Estimate ISO9000: N Electronic & IT: 03</p> <p>Payment is subject to request by the Contracting Officer, and negotiation of delivery and fixed price prior to incurring costs.</p> <p>*****OPTION YEAR 1 ***** SCHEDULE B SUPPLIES AND SERVICES *****</p>				
09	<p>RESERVED</p> <p>ISO9000: N Electronic & IT: 03</p> <p>TOTAL FIXED PRICE = \$5,044,039.35 PER YEAR</p>				0.00
0010	<p>1. Program Management, ISD, and Reports Management, Supervision, administration Instructional Design and Development described in Appendix B and performance conducted IAW schedules coordinated weekly and Reports described in the PWS and submitted as required in Appendix F CDRLS.</p> <p>Total Fixed Price 12 Months = \$ 420336.60 *11 months plus \$420,336.75 * 1 month) ISO9000: N Electronic & IT: 03</p> <p>Payment of invoices is subject to receipt of reports that accurately identify performance provided for tasked schedules. Acceptance of reports is required for payment. Payment shall be 1/12 of the annual established fixed price.</p> <p>TOTAL PRICE = \$ 3,424,340.01 ESTIMATED Priced @ FIXED PRICE/PILOT DAY Continued ...</p>				0.00

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LINE NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	<p>1.Pseudo Pilot Support Services described in the PWS Appendix B To be ordered as requirement schedules are defined. Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period.</p> <p>Estimated Pseudo Pilots Shift 1 (6 AM - 6 PM) estimated qty = 84 Shift 2 (6 AM - 6 PM) estimated qty = 36 Total estimated quantity per day = 120 Pseudo Pilots/day</p> <p>Estimated Training Days Shift 1 Est. Days = 182 Fixed Price= \$ 187.06 /Pilot Day Shift 2 Est. Days = 78 Fixed Price = \$ 201.06 /Pilot Day</p> <p>CLIN Total Price = \$3,424,340.01 estimated ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period</p> <p>TOTAL PRICE ESTIMATED = \$619,372.50 For Fixed Prices per Course</p>				0.00
0012	<p>1. Specialized & Advanced Instruction for AT Courses.</p> <p>The Services shall be performed as described in the PWS Appendix B. To be ordered when requirement schedules are defined.</p> <p>Quantity Estimate = 87 Courses CLIN Total Price is estimated</p> <p>Specialized Training Course Price List follows Schedule B.</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing period at the established Fixed price for the applicable course, date delivered and date completed.</p> <p>TOTAL PRICE = \$13,339,197.28 ESTIMATED Reimbursable Costs for Initial Course Instruction</p> <p>Continued ...</p>				0.00

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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
0013	<p>1. Instruction for AT Initial Courses to deliver Training as described in the PWS Appendix B. Services will be ordered when schedules are defined for these course requirements. The cost estimate may include labor cost for services other than the normal hours of operation (i.e. other than 6 AM - 6 PM) that will be identified in the task schedule when required.</p> <p>Total Estimated Hours = 339040</p> <p>CLIN Total Price is Estimated ISO9000: N Electronic & IT: 03</p> <p>COURSE HOURS ESTIMATED PER BRANCH</p> <table><tr><td>Academy</td><td>Course</td><td>Estimated</td></tr><tr><td>Organization</td><td>Area</td><td>Instructor hours (annually)</td></tr><tr><td>AMA 510</td><td>Enroute</td><td>149760</td></tr><tr><td>AMA 512</td><td>Terminal Radar</td><td>47840</td></tr><tr><td>AMA 513</td><td>Tower Cab</td><td>137280</td></tr><tr><td>AMA 800</td><td>International and Airport</td><td>4160</td></tr><tr><td></td><td>Total</td><td>339040</td></tr></table> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing period, the number of labor hours incurred, the labor costs, date course was initiated and date of course completion.</p> <p>TOTAL FIXED FEE = \$640,647.31</p>	Academy	Course	Estimated	Organization	Area	Instructor hours (annually)	AMA 510	Enroute	149760	AMA 512	Terminal Radar	47840	AMA 513	Tower Cab	137280	AMA 800	International and Airport	4160		Total	339040				0.00
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AMA 513	Tower Cab	137280																								
AMA 800	International and Airport	4160																								
	Total	339040																								
0014	<p>1. Payment of Fixed Fee</p> <p>This fee is applicable to Initial Instructional Services (only) and shall not exceed the limitations stated herein. The fixed fee shall not vary with actual total cost incurred. In the event the work cannot be completed within the estimated cost, the FAA may require more effort without increase in fee.</p> <p>TOTAL FIXED FEE = \$ 640647.31</p> <p>Continued ...</p>				0.00																					

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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0015	<p>ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly for 1/12 of the established fee. \$53,387.28 *11 months plus \$53,387.23 * 1 months= \$640,647.31</p> <p>TOTAL ESTIMATE \$2,283,552.22 Costs are Reimbursable</p> <p>1. Other Reimbursable Support Services Subject to approval by the CO prior to incurring costs.</p> <p>A. Travel: Transportation and Subsistence expenses associated with delivery of courses as described in the PWS, Para. 10.8. The costs are reimbursable in accordance with Clause CLA 4531.</p> <p>Total Travel = \$ 10,000 Government Estimate</p> <p>B. Subcontract Support IAW the negotiated Subcontracting Plan dated June 13, 2007</p> <p>Total Subcontracting Support = \$2,273,552.22 Estimated ISO9000: N Electronic & IT: 03</p> <p>The Contractor shall submit all invoices to the CO for review & negotiations services delivered. Payment in accordance with applicable AMS clauses identifying allowable costs.</p> <p>TOTAL = \$250,000.00 Gov't Estimated To be Negotiation as Fixed Price per Occurrence</p>				0.00
0016	<p>1. Over and Above Requirements within the scope of the PWS. Over & Above work shall be directed by the CO IAW CLA H.4 Task Ordering, and will be funded by modification to the Delivery Order at the time of each individual completed negotiation that provides tasked support approved by the CO. This CLIN facilitates the following when requested by task.</p> <p>A. Facilitates negotiation of ISD effort that is required when the Contractor has fulfilled (through Program Administration) the maximum number of new development deliveries that are defined in the PWS Appendix B. ISD effort to be Continued ...</p>				0.00

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NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>established as fixed price for the development identified in the Request.</p> <p>B. Facilitates incorporation of new courses that are accepted by the FAA after the prototype has been delivered as part of ISD administration. Price and course to be established as fixed price per course for Advanced Training Courses.</p> <p>C. Facilitates negotiation of closeout requirements that are not defined in the current PWS Program Management and Administration requirements. The specific requirements and request for the proposed fixed price will be coordinated at least 60 days in advance when required and is subject to negotiation.</p> <p>Total quantity --- To be Determined CLIN Total Price = \$ 250,000.00 Government Estimate ISO9000: N Electronic & IT: 03</p> <p>Payment is subject to request by the Contracting Officer, and negotiation of delivery and fixed price prior to incurring costs.</p> <p>***** OPTION YEAR 2***** SCHEDULE B SUPPLIES AND SERVICES *****</p>				
0017	<p>**RESERVED</p> <p>ISO9000: N Electronic & IT: 03</p> <p>TOTAL FIXED PRICE = \$5,222,925.12 PER YEAR</p>				0.00
0018	<p>2. Program Management, ISD, and Reports Management, Supervision, administration Instructional Design and Development described in Appendix B and performance conducted IAW schedules coordinated weekly and Reports described in the PWS and submitted as required in Appendix F CDRLS.</p> <p>Total Fixed Price 12 Months = \$ 435,243.76 *12 months ISO9000: N Electronic & IT: 03</p> <p>Payment of invoices is subject to receipt of Continued ...</p>				0.00

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ANNO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0019	<p>reports that accurately identify performance provided for tasked schedules. Acceptance of reports is required for payment. Payment shall be 1/12 of the annual established fixed price.</p> <p>TOTAL PRICE = \$ 3,563,664.39 ESTIMATED Priced @ FIXED PRICE/PILOT DAY</p> <p>2. Pseudo Pilot Support Services described in the PWS Appendix B To be ordered as requirement schedules are defined. Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period.</p> <p>Estimated Pseudo Pilots Shift 1 (6 AM - 6 PM) estimated qty = 84 Shift 2 (6 AM - 6 PM) estimated qty = 36 Total estimated quantity per day = 120 Pseudo Pilots/day</p> <p>Estimated Training Days Shift 1 Est. Days = 182 Fixed Price= \$ 194.67/Pilot Day Shift 2 Est. Days = 78 Fixed Price = \$ 209.24/Pilot Day</p> <p>CLIN Total Price = \$3,563,664.39 estimated ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period</p> <p>TOTAL PRICE ESTIMATED = \$641,027.00 For Fixed Prices per Course</p>				0.00
0020	<p>2. Specialized & Advanced Instruction for AT Courses. The Services shall be performed as described in the PWS Appendix B. To be ordered when requirement schedules are defined.</p> <p>Quantity Estimate = 87 Courses CLIN Total Price is estimated</p> <p>Specialized Training Course Price List follows Schedule B.</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted monthly identifying the courses delivered during Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
AHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
0021	<p>the billing period at the established Fixed price for the applicable course, date delivered and date completed.</p> <p>TOTAL PRICE = \$13,807,406.24 ESTIMATED Reimbursable Costs for Initial Course Instruction</p> <p>2. Instruction for AT Initial Courses to deliver Training as described in the PWS Appendix B. Services will be ordered when schedules are defined for these course requirements. The cost estimate may include labor cost for services other than the normal hours of operation (i.e. other than 6 AM - 6 PM) that will be identified in the task schedule when required.</p> <p>Total Estimated Hours = 339040</p> <p>CLIN Total Price is Estimated ISO9000: N Electronic & IT: 03</p> <p>COURSE HOURS ESTIMATED PER BRANCH</p> <table><tr><td>Academy</td><td>Course</td><td>Estimated</td></tr><tr><td>Organization</td><td>Area</td><td>Instructor hours (annually)</td></tr><tr><td>AMA 510</td><td>Enroute</td><td>149760</td></tr><tr><td>AMA 512</td><td>Terminal Radar</td><td>47840</td></tr><tr><td>AMA 513</td><td>Tower Cab</td><td>137280</td></tr><tr><td>AMA 800</td><td>International and Airport</td><td>4160</td></tr><tr><td></td><td>Total</td><td>339040</td></tr></table> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing period, the number of labor hours incurred, the labor costs, date course was initiated and date of course completion.</p> <p>TOTAL FIXED FEE = \$659,804.21</p>	Academy	Course	Estimated	Organization	Area	Instructor hours (annually)	AMA 510	Enroute	149760	AMA 512	Terminal Radar	47840	AMA 513	Tower Cab	137280	AMA 800	International and Airport	4160		Total	339040				0.00
Academy	Course	Estimated																								
Organization	Area	Instructor hours (annually)																								
AMA 510	Enroute	149760																								
AMA 512	Terminal Radar	47840																								
AMA 513	Tower Cab	137280																								
AMA 800	International and Airport	4160																								
	Total	339040																								
0022	<p>2. Payment of Fixed Fee</p> <p>This fee is applicable to Initial Instructional Services (only) and shall not exceed the limitations stated herein</p> <p>The fixed fee shall not vary with actual total cost incurred.</p> <p>Continued ...</p>				0.00																					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFAAC-07-D-00052	PAGE 15	OF 68
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NAME OF OFFEROR OR CONTRACTOR

OHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In the event the work cannot be completed within the estimated cost, the FAA may require more effort without increase in fee.</p> <p>TOTAL FIXED FEE = \$ 659804.21</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly for 1/12 of the established fee. \$54,983.68*11 months plus \$54983.73 * 1 months=\$659,804.21</p> <p>TOTAL ESTIMATE \$2,363,134.82 Costs are Reimbursable</p>				
0023	<p>2. Other Reimbursable Support Services Subject to approval by the CO prior to incurring costs.</p> <p>A. Travel: Transportation and Subsistence expenses associated with delivery of courses as described in the PWS, Para. 10.8. The costs are reimbursable in accordance with Clause CLA 4531.</p> <p>Total Travel = \$ 10,000 Government Estimate</p> <p>B. Subcontract Support IAW the negotiated Subcontracting Plan dated June 13, 2007</p> <p>Total Subcontracting Support = \$2,353,134.82 Estimated ISO9000: N Electronic & IT: 03</p> <p>The Contractor shall submit all invoices to the CO for review & negotiations services delivered. Payment in accordance with applicable AMS clauses identifying allowable costs.</p> <p>TOTAL = \$250,000.00 Gov't Estimated To be Negotiation as Fixed Price per Occurrence</p>				0.00
0024	<p>2. Over and Above Requirements within the scope of the PWS. Over & Above work shall be directed by the CO IAW CLA H.4 Task Ordering, and will be funded by modification to the Delivery Order at the time of each individual completed negotiation that provides tasked support approved by the CO. This CLIN facilitates the following when requested by task. Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
AHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A. Facilitates negotiation of ISD effort that is required when the Contractor has fulfilled (through Program Administration) the maximum number of new development deliveries that are defined in the PWS Appendix B. ISD effort to be established as fixed price for the development identified in the Request.</p> <p>B. Facilitates incorporation of new courses that are accepted by the FAA after the prototype has been delivered as part of ISD administration. Price and course to be established as fixed price per course for Advanced Training Courses.</p> <p>C. Facilitates negotiation of closeout requirements that are not defined in the current PWS Program Management and Administration requirements. The specific requirements and request for the proposed fixed price will be coordinated at least 60 days in advance when required and is subject to negotiation.</p> <p>Total quantity --- To be Determined CLIN Total Price = \$ 250,000.00 Government Estimate ISO9000: N Electronic & IT: 03</p> <p>Payment is subject to request by the Contracting Officer, and negotiation of delivery and fixed price prior to incurring costs.</p> <p>*****OPTION YEAR 3 *****</p> <p>SCHEDULE B</p> <p>SUPPLIES AND SERVICES</p> <p>*****</p>				
0025	<p>***RESERVED</p> <p>ISO9000: N Electronic & IT: 03</p> <p>TOTAL FIXED PRICE = \$5,409,811.17 PER YEAR</p>				0.00
0026	<p>3. Program Management, ISD, and Reports Management, Supervision, administration Instructional Design and Development described in Appendix B and performance conducted IAW schedules coordinated weekly and Reports described in the PWS and submitted Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
 TAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>as required in Appendix F CDRLS.</p> <p>Total Fixed Price 12 Months = \$ 450,817.60 *11 months plus \$450,817.57 * 1 month) ISO9000: N Electronic & IT: 03</p> <p>Payment of invoices is subject to receipt of reports that accurately identify performance provided for tasked schedules. Acceptance of reports is required for payment. Payment shall be 1/12 of the annual established fixed price.</p> <p>TOTAL PRICE = \$ 3,708,862.56 ESTIMATED Priced @ FIXED PRICE/PILOT DAY</p>				
0027	<p>3. Pseudo Pilot Support Services described in the PWS Appendix B To be ordered as requirement schedules are defined. Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period.</p> <p>Estimated Pseudo Pilots Shift 1 (6 AM - 6 PM) estimated qty = 84 Shift 2 (6 AM - 6 PM) estimated qty = 36 Total estimated quantity per day = 120 Pseudo Pilots/day</p> <p>Estimated Training Days Shift 1 Est. Days = 182 Fixed Price= \$202.60/Pilot Day Shift 2 Est. Days = 78 Fixed Price = \$217.77/Pilot Day</p> <p>CLIN Total Price = \$3,708,862.56 estimated ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period</p> <p>TOTAL PRICE ESTIMATED = \$663,757.50 For Fixed Prices per Course</p>				0.00
0028	<p>3. Specialized & Advanced Instruction for AT Courses. The Services shall be performed as described in the PWS Appendix B. To be ordered when requirement schedules are defined.</p> <p>Quantity Estimate = 87 Courses CLIN Total Price is estimated Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR OKLAHOMA UNIVERSITY OF 1						
NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Specialized Training Course Price List follows Schedule B. ISO9000: N Electronic & IT: 03 Invoices shall be submitted monthly identifying the courses delivered during the billing period at the established Fixed price for the applicable course, date delivered and date completed. TOTAL PRICE = \$14,285,102.78 ESTIMATED Reimbursable Costs for Initial Course Instruction					
0029	3. Instruction for AT Initial Courses to deliver Training as described in the PWS Appendix B. Services will be ordered when schedules are defined for these course requirements. The cost estimate may include labor cost for services other than the normal hours of operation (i.e. other than 6 AM - 6 PM) that will be identified in the task schedule when required. Total Estimated Hours = 339040 CLIN Total Price = \$ _____ estimated ISO9000: N Electronic & IT: 03 COURSE HOURS ESTIMATED PER BRANCH Academy Course Estimated Organization Area Instructor hours (annually) AMA 510 Enroute 149760 AMA 512 Terminal Radar 47840 AMA 513 Tower Cab 137280 AMA 800 International and Airport 4160 Total 339040 Invoices shall be submitted monthly identifying the courses delivered during the billing period, the number of labor hours incurred, the labor costs, date course was initiated and date of course completion. TOTAL FIXED FEE = \$679,566.07 Continued ...				0.00	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFAAC-07-D-00052	PAGE 19	OF 68
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NAME OF OFFEROR OR CONTRACTOR
 OKLAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0030	<p>3. Payment of Fixed Fee</p> <p>This fee is applicable to Initial Instructional Services (only) and shall not exceed the limitations stated herein. The fixed fee shall not vary with actual total cost incurred. In the event the work cannot be completed within the estimated cost, the FAA may require more effort without increase in fee.</p> <p>TOTAL FIXED FEE = \$ 679,566.07</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly for 1/12 of the established fee. $\\$56,630.50 \times 11 \text{ months} + \\$56,630.57 \times 1 \text{ month} = \\$ 679,566.07$</p> <p>TOTAL ESTIMATE \$2,457,051.68 Costs are Reimbursable</p>				0.00
0031	<p>3. Other Reimbursable Support Services</p> <p>Subject to approval by the CO prior to incurring costs.</p> <p>A. Travel: Transportation and Subsistence expenses associated with delivery of courses as described in the PWS, Para. 10.8. The costs are reimbursable in accordance with Clause CLA 4531.</p> <p>Total Travel = \$ 10,000 Government Estimate</p> <p>B. Subcontract Support</p> <p>IAW the negotiated Subcontracting Plan dated June 13, 2007</p> <p>Total Subcontracting Support = \$2,447,051.68 Estimated ISO9000: N Electronic & IT: 03</p> <p>The Contractor shall submit all invoices to the CO for review & negotiations services delivered. Payment in accordance with applicable AMS clauses identifying allowable costs.</p> <p>TOTAL = \$250,000.00 Gov't Estimated To be Negotiation as Fixed Price per Occurrence</p>				0.00
0032	<p>3. Over and Above Requirements within the scope of the PWS. Over Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
T. AHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>& Above work shall be directed by the CO IAW CIA H.4 Task Ordering, and will be funded by modification to the Delivery Order at the time of each individual completed negotiation that provides tasked support approved by the CO. This CLIN facilitates the following when requested by task.</p> <p>A. Facilitates negotiation of ISD effort that is required when the Contractor has fulfilled (through Program Administration) the maximum number of new development deliveries that are defined in the PWS Appendix B. ISD effort to be established as fixed price for the development identified in the Request.</p> <p>B. Facilitates incorporation of new courses that are accepted by the FAA after the prototype has been delivered as part of ISD administration. Price and course to be established as fixed price per course for Advanced Training Courses.</p> <p>C. Facilitates negotiation of closeout requirements that are not defined in the current PWS Program Management and Administration requirements. The specific requirements and request for the proposed fixed price will be coordinated at least 60 days in advance when required and is subject to negotiation.</p> <p>Total quantity --- To be Determined CLIN Total Price = \$ 250,000.00 Government Estimate ISO9000: N Electronic & IT: 03</p> <p>Payment is subject to request by the Contracting Officer, and negotiation of delivery and fixed price prior to incurring costs.</p> <p>***** OPTION YEAR 4 ***** SCHEDULE B SUPPLIES AND SERVICES *****</p> <p>0033 ****RESERVED ISO9000: N Electronic & IT: 03</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0034	<p>TOTAL FIXED PRICE = \$5,604,627.72 PER YEAR</p> <p>4. Program Management, ISD, and Reports Management, Supervision, administration Instructional Design and Development described in Appendix B and performance conducted IAW schedules coordinated weekly and Reports described in the PWS and submitted as required in Appendix F CDRLS.</p> <p>Total Fixed Price 12 Months = \$ 467,052.31*12 months ISO9000: N Electronic & IT: 03</p> <p>Payment of invoices is subject to receipt of reports that accurately identify performance provided for tasked schedules. Acceptance of reports is required for payment. Payment shall be 1/12 of the annual established fixed price.</p> <p>TOTAL PRICE = \$ 3,864,281.07 ESTIMATED Priced @ FIXED PRICE/PILOT DAY</p>				0.00
0035	<p>4.Pseudo Pilot Support Services described in the PWS Appendix B To be ordered as requirement schedules are defined. Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period.</p> <p>Estimated Pseudo Pilots Shift 1 (6 AM - 6 PM) estimated qty = 84 Shift 2 (6 AM - 6 PM) estimated qty = 36 Total estimated quantity per day = 120 Pseudo Pilots/day</p> <p>Estimated Training Days Shift 1 Est. Days = 182 Fixed Price= \$ 211.09/Pilot Day Shift 2 Est. Days = 78 Fixed Price = \$226.89/Pilot Day</p> <p>CLIN Total Price = \$3,864,281.07 estimated ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted in accordance with the Per Day Price for services rendered during the billing period</p> <p>TOTAL PRICE ESTIMATED = \$687,429.50 For Fixed Prices per Course</p>				0.00
0036	<p>4.Specialized & Advanced Instruction for AT Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
OKLAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																					
0037	<p>Courses.</p> <p>The Services shall be performed as described in the PWS Appendix B. To be ordered when requirement schedules are defined.</p> <p>Quantity Estimate = 87 Courses CLIN Total Price is estimated</p> <p>Specialized Training Course Price List follows Schedule B.</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing period at the established Fixed price for the applicable course, date delivered and date completed.</p> <p>TOTAL PRICE = \$14,794,176.47 ESTIMATED Reimbursable Costs for Initial Course Instruction</p> <p>4. Instruction for AT Initial Courses to deliver Training as described in the PWS Appendix B. Services will be ordered when schedules are defined for these course requirements. The cost estimate may include labor cost for services other than the normal hours of operation (i.e. other than 6 AM - 6 PM) that will be identified in the task schedule when required.</p> <p>Total Estimated Hours = 339040</p> <p>CLIN Total Price is Estimated ISO9000: N Electronic & IT: 03</p> <p>COURSE HOURS ESTIMATED PER BRANCH</p> <table><tr><td>Academy</td><td>Course</td><td>Estimated</td></tr><tr><td>Organization</td><td>Area</td><td>Instructor hours (annually)</td></tr><tr><td>AMA 510</td><td>Enroute</td><td>149760</td></tr><tr><td>AMA 512</td><td>Terminal Radar</td><td>47840</td></tr><tr><td>AMA 513</td><td>Tower Cab</td><td>137280</td></tr><tr><td>AMA 800</td><td>International and Airport</td><td>4160</td></tr><tr><td></td><td>Total</td><td>339040</td></tr></table> <p>Invoices shall be submitted monthly identifying the courses delivered during the billing</p> <p>Continued ...</p>	Academy	Course	Estimated	Organization	Area	Instructor hours (annually)	AMA 510	Enroute	149760	AMA 512	Terminal Radar	47840	AMA 513	Tower Cab	137280	AMA 800	International and Airport	4160		Total	339040				0.00
Academy	Course	Estimated																								
Organization	Area	Instructor hours (annually)																								
AMA 510	Enroute	149760																								
AMA 512	Terminal Radar	47840																								
AMA 513	Tower Cab	137280																								
AMA 800	International and Airport	4160																								
	Total	339040																								

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NAME OF OFFEROR OR CONTRACTOR

AHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>period, the number of labor hours incurred, the labor costs, date course was initiated and date of course completion.</p> <p>TOTAL FIXED FEE = \$699,932.89</p>				
0038	<p>4. Payment of Fixed Fee</p> <p>This fee is applicable to Initial Instructional Services (only) and shall not exceed the limitations stated herein. The fixed fee shall not vary with actual total cost incurred. In the event the work cannot be completed within the estimated cost, the FAA may require more effort without increase in fee.</p> <p>TOTAL FIXED FEE = \$699,932.89</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Invoiced monthly for 1/12 of the established fee. \$58,327.74 *11 months plus \$58,327.75 * 1 month = \$699,932.89</p> <p>TOTAL ESTIMATE \$2,544,285.62</p> <p>Costs are Reimbursable</p>				0.00
0039	<p>4. Other Reimbursable Support Services</p> <p>Subject to approval by the CO prior to incurring costs.</p> <p>A. Travel: Transportation and Subsistence expenses associated with delivery of courses as described in the PWS, Para. 10.B. The costs are reimbursable in accordance with Clause CLA 4531.</p> <p>Total Travel = \$ 10,000 Government Estimate</p> <p>B. Subcontract Support</p> <p>IAW the negotiated Subcontracting Plan dated June 13, 2007</p> <p>Total Subcontracting Support = \$2,534,285.62 Estimated</p> <p>ISO9000: N Electronic & IT: 03</p> <p>The Contractor shall submit all invoices to the CO for review & negotiations services delivered. Payment in accordance with applicable AMS clauses identifying allowable costs.</p> <p>Continued ...</p>				0.00

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

TAHOMA UNIVERSITY OF 1

NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0040	<p>TOTAL = \$250,000.00 Gov't Estimated To be Negotiation as Fixed Price per Occurrence</p> <p>4. Over and Above Requirements within the scope of the PWS. Over & Above work shall be directed by the CO IAW CLA H.4 Task Ordering, and will be funded by modification to the Delivery Order at the time of each individual completed negotiation that provides tasked support approved by the CO. This CLIN facilitates the following when requested by task.</p> <p>A. Facilitates negotiation of ISD effort that is required when the Contractor has fulfilled (through Program Administration) the maximum number of new development deliveries that are defined in the PWS Appendix B. ISD effort to be established as fixed price for the development identified in the Request.</p> <p>B. Facilitates incorporation of new courses that are accepted by the FAA after the prototype has been delivered as part of ISD administration. Price and course to be established as fixed price per course for Advanced Training Courses.</p> <p>C. Facilitates negotiation of closeout requirements that are not defined in the current PWS Program Management and Administration requirements. The specific requirements and request for the proposed fixed price will be coordinated at least 60 days in advance when required and is subject to negotiation.</p> <p>Total quantity --- To be Determined CLIN Total Price = \$ 250,000.00 Government Estimate ISO9000: N Electronic & IT: 03</p> <p>Payment is subject to request by the Contracting Officer, and negotiation of delivery and fixed price prior to incurring costs.</p> <p>The total amount of award: \$132,734,877.73. The obligation for this award is shown in box 19.</p>				0.00

SPECIALIZED COURSES

PRICE LIST

BASE YEAR

FIXED PRICE

SPECIALIZED COURSES COURSE NO.	Total Class Hrs.	No. of Instructors Classroom Lab		Estimated Maximum No. of Classes Quantity (annually)	PER COURSE	Estimated Qty of Classes Annually	Total Price/Course Dollars
12051	124	2	4	5	\$15,660.48	5	\$78,302.40
includes 52 hrs in lab							
12053	49	2		2	\$4,360.02	2	\$8,720.04
50019	115	2	4	7	\$14,503.74	7	\$101,526.18
includes 48 hrs in lab							
50053	33	2		10	\$2,936.34	10	\$29,363.40
50115	78	2	3	11	\$8,453.10	11	\$92,984.10
includes 34 hrs in lab							
50128	96	2	3	4	\$10,410.66	4	\$41,642.64
includes 42 hrs in lab							
50310	64	2		9	\$5,694.72	9	\$51,252.48
50314	64	2		11	\$5,694.72	11	\$62,641.92
50316	64	2		7	\$5,694.72	7	\$39,863.04
50319	38	2		2	\$3,381.24	2	\$6,762.48
50331	38	2		3	\$3,381.24	3	\$10,143.72
50334	38	2		2	\$3,381.24	2	\$6,762.48
50350	38	2		5	\$3,381.24	5	\$16,906.20
53004	85	2		3	\$7,563.30	3	\$22,689.90
53034	54	2		6	\$4,804.92	6	\$28,829.52
Total				87		87	\$598,390.50

SPECIALIZED COURSES

PRICE LIST

OPTION YEAR 1

FIXED PRICE

SPECIALIZED COURSES COURSE NO.	Total Class Hrs.	No. of Instructors Classroom Lab		Estimated Maximum No. of Classes Quantity (annually)	PER COURSE	Estimated Maximum No. of Classes Quantity (annually)	Estimated Total Price/Course Dollars
12051	124	2	4	5	\$16,209.60	5	\$81,048.00
includes 52 hrs in lab							
12053	49	2		2	\$4,512.90	2	\$9,025.80
50019	115	2	4	7	\$15,012.30	7	\$105,086.10
includes 48 hrs in lab							
50053	33	2		10	\$3,039.30	10	\$30,393.00
50115	78	2	3	11	\$8,749.50	11	\$96,244.50
includes 34 hrs in lab							
50128	96	2	3	4	\$10,775.70	4	\$43,102.80
includes 42 hrs in lab							
50310	64	2		9	\$5,894.40	9	\$53,049.60
50314	64	2		11	\$5,894.40	11	\$64,838.40
50316	64	2		7	\$5,894.40	7	\$41,260.80
50319	38	2		2	\$3,499.80	2	\$6,999.60
50331	38	2		3	\$3,499.80	3	\$10,499.40
50334	38	2		2	\$3,499.80	2	\$6,999.60
50350	38	2		5	\$3,499.80	5	\$17,499.00
53004	85	2		3	\$7,828.50	3	\$23,485.50
53034	54	2		6	\$4,973.40	6	\$29,840.40
Total				87		87	\$619,374.50

SPECIALIZED COURSES

PRICE LIST

ESTIMATED

OPTION YEAR 2

FIXED PRICE

SPECIALIZED COURSES COURSE NO.	Total Class Hrs.	No. of Instructors Classroom Lab		Estimated Maximum No. of Classes Quantity (annually)	PER COURSE	Estimated Maximum No. of Classes Quantity (annually)	Estimated Total Price/Course Dollars
12051	124	2	4	5	\$16,776.32	5	\$83,881.60
includes 52 hrs in lab							
12053	49	2		2	\$4,670.68	2	\$9,341.36
50019	115	2	4	7	\$15,537.16	7	\$108,760.12
includes 48 hrs in lab							
50053	33	2		10	\$3,145.56	10	\$31,455.60
50115	78	2	3	11	\$9,055.40	11	\$99,609.40
includes 34 hrs in lab							
50128	96	2	3	4	\$11,152.44	4	\$44,609.76
includes 42 hrs in lab							
50310	64	2		9	\$6,100.48	9	\$54,904.32
50314	64	2		11	\$6,100.48	11	\$67,105.28
50316	64	2		7	\$6,100.48	7	\$42,703.36
50319	38	2		2	\$3,622.16	2	\$7,244.32
50331	38	2		3	\$3,622.16	3	\$10,866.48
50334	38	2		2	\$3,622.16	2	\$7,244.32
50350	38	2		5	\$3,622.16	5	\$18,110.80
	85	2		3	\$8,102.20	3	\$24,306.60
53034	54	2		6	\$5,147.28	6	\$30,883.68
Total				87		87	\$641,029.00

SPECIALIZED COURSES

PRICE LIST

ESTIMATED

OPTION YEAR 3

SPECIALIZED COURSES COURSE NO.	Total Class Hrs.	No. of Instructors		Estimated Maximum No. of Classes Quantity (annually)	FIXED PRICE PER COURSE	Estimated Maximum No. of Classes Quantity (annually)	Estimated Total Price/Course
		Classroom	Lab			Dollars	Dollars
12051	124	2	4	5	\$17,331.20	5	\$86,656.00
includes 52 hrs in lab							
12053	49	2		2	\$4,836.30	2	\$9,672.60
50019	115	2	4	7	\$16,088.10	7	\$112,616.70
includes 48 hrs in lab							
50053	33	2		10	\$3,257.10	10	\$32,571.00
includes 34 hrs in lab	78	2	3				
50115				11	\$9,376.50	11	\$103,141.50
50128	96	2	3	4	\$11,547.90	4	\$46,191.60
includes 42 hrs in lab							
50310	64	2		9	\$6,316.80	9	\$56,851.20
50314	64	2		11	\$6,316.80	11	\$69,484.80
50316	64	2		7	\$6,316.80	7	\$44,217.60
50319	38	2		2	\$3,750.60	2	\$7,501.20
50331	38	2		3	\$3,750.60	3	\$11,251.80
50334	38	2		2	\$3,750.60	2	\$7,501.20
50350	38	2		5	\$3,750.60	5	\$18,753.00
53004	85	2		3	\$8,389.50	3	\$25,168.50
53034	54	2		6	\$5,329.80	6	\$31,978.80
Total				87		87	\$663,559.50

SPECIALIZED COURSES

PRICE LIST

ESTIMATED

OPTION YEAR 4

SPECIALIZED COURSES COURSE NO.	Total Class Hrs.	No. of Instructors		Estimated Maximum No. of Classes Quantity (annually)	FIXED PRICE PER COURSE	Estimated Maximum No. of Classes Quantity (annually)	Estimated Total Price/Course
		Classroom	Lab			Dollars	Dollars
12051	124	2	4	5	\$17,990.72	5	\$89,953.60
includes 52 hrs in lab							
12053	49	2		2	\$5,008.78	2	\$10,017.56
50019	115	2	4	7	\$16,661.86	7	\$116,633.02
includes 48 hrs in lab							
50053	33	2		10	\$3,373.26	10	\$33,732.60
includes 34 hrs in lab	78	2	3				
50115				11	\$9,710.90	11	\$106,819.90
50128	96	2	3	4	\$11,959.74	4	\$47,838.96
includes 42 hrs in lab							
50310	64	2		9	\$6,542.08	9	\$58,878.72
50314	64	2		11	\$6,542.08	11	\$71,962.88
50316	64	2		7	\$6,542.08	7	\$45,794.56
50319	38	2		2	\$3,884.36	2	\$7,768.72
50331	38	2		3	\$3,884.36	3	\$11,653.08
50334	38	2		2	\$3,884.36	2	\$7,768.72
50350	38	2		5	\$3,884.36	5	\$19,421.80
53004	85	2		3	\$8,688.70	3	\$26,066.10
53034	54	2		6	\$5,519.88	6	\$33,119.28
Total				87		87	\$687,431.50

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 SCOPE OF WORK**

(a) The contractor shall provide all personnel necessary to perform the various Air Traffic Instructional support services as identified in the attached Performance Work Statement (PWS), dated 1 Feb. 2007.

(b) The services required under this contract will be ordered by "Delivery Orders" signed and issued by the Contracting Officer. The Delivery Order Not-To-Exceed total funding will be based on the established prices identified in Schedule B Contract Line Item Numbers (CLINs) for the services described in the PWS. All fixed price(s) shall represent the composite price including direct and indirect labor, indirect materials, overhead, G&A, and profit/fee. Labor that is designated as cost reimbursable shall represent the allowable actual cost at the time of billing.

(c) The contractor shall be responsible for all on-site management and supervision of this contract. The contractor shall furnish all key personnel as part of the fixed price to include the on-site project manager, an on-site assistant project manager, and any other positions necessary to successfully deliver the described Program Management, ISD, and Administrative support services. Charges for personnel that are not chargeable directly to a task/delivery order shall not be charged direct to the contract.

(d) The Project Manager is responsible for supervision of all personnel obtained through these contract services including supervision on-site at each location where supplemental Academy training is to be conducted (field locations). Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments, leave, payroll records, etc. The Project Manager shall identify in writing to the CO or designated representation all delegations of authority. At no time will Government Personnel supervise contract employees.

(e) The on-site Contract Management staff shall be provided suitable space at the FAA Aeronautical Center. Government Furnished Property and facility space is described in the PWS.

(f) The Performance Work Statement for this requirement is an Attachment to this document as listed in Section J, List of Attachments.

~~C.2 PHASE IN***CLAUSE DELETED NOT APPLICABLE TO AWARD*****~~**

(a) This contract contains transition requirements which must be accomplished in accordance with an FAA approved transition plan.

(b) The Contractor's transition plan shall include a method to facilitate receipt, during the transition period, of all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which cannot be postponed. This plan of action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) The Contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The Contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan as approved by the Government.

(d) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

C.3 PHASE OUT

In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. Reporting of the current status may be necessary for transition or closeout of task orders. In transition, the incumbent contractor is expected to allow the successor access to incumbent employees and allow distribution of the successor's recruitment notice.

C.4 OVER AND ABOVE WORK

The total extent of required services is limited by the projected quantities in the PWS and Appendices. In addition, the fixed pricing arrangements can only be developed for values represented herein. Therefore, services are to be estimated and priced for the maximum quantities represented in the appendix. Any requirements beyond the projections may be considered and requested as over and above requirements, to facilitate support under this established vehicle. The requirements must be determined to be necessary for continuity of services rendered i.e. establishing fixed prices for ISD prototype courses and incorporation of Fixed price Deliveries of Advanced training(s). Over & Above requirements as used in this clause—are defined as follows:

- (1) "Over and above work" means work within the general scope of the contract;
- (2) Beyond the projected quantities for fixed prices.
- (3) Necessary in order to satisfactorily complete the contract.

C.5 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE CLA 4548 (SEP 2001)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

C.6 DEFINITION(S)

Administration: The term as used within this SIR (specifically Page 81 Factor 4 sub-factor 3) refers to all support anticipated and/or proposed for the CLIN(S) designated as Program Management, ISD, and Reports (fixed price). Resumes should be submitted for any "key personnel", and support designated as professional.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 AMS 3.10.4-14r Assignment of a Quality Reliability Officer

(a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality plan complies with contract requirements, including the contractor's Quality System Plan (QSP) (if applicable), to observe services, and to inspect and accept or reject ISD course products, or reports provided under this contract.

(b) Prior to transmittal thereof, the Contractor shall coordinate with designated QRO, for review and preliminary acceptance, all development that is subject to final Government review and acceptance. Preliminary acceptance by the QRO constitutes verification by the Government that the course development or reports comply with all contract requirements which are to be completed prior to submittal, including satisfactory completion of course

prototype. Any development of courses determined by the QRO to be unacceptable shall be corrected prior to submittal.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the Quality Plan and terms of the contract may, based upon a written determination of the QRO may be grounds for rejection of services.

(d) The FAA will designate the QRO who may reside in a work space near the FAA provided office space designated for Contract Program Management, ISD and administrative staff.

(e) Notification of Readiness for Inspection/reviews. Unless otherwise specified in the contract, the contractor shall notify the designated QRO in writing within 2 workdays of the time:

(1) Course development and/or reports are complete and available for review.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.4-4	INSPECTION OF SERVICES—BOTH FIXED-PRICE & COST REIMBURSEMENT	APRIL 1996

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

All Air Traffic Training support services shall be accomplished at:
Mike Monroney Aeronautical Center
FAA Academy, 6500 South MacArthur Blvd
Oklahoma City, OK 73169

Field Locations may be ordered as directed by the Contracting Officer or Contracting Officer's Technical Representative (COTR). Services required in field locations will be conducted at Government-furnished facilities, normally located within the United States, but may on occasion be located outside of the United States territories.

F.2 DELIVERY SCHEDULE

All requirements for performance and delivery of support services shall be scheduled as described in the Performance Work Statement. Tasks schedules will be coordinated during regularly schedule status meetings.

F.3 DELIVERABLE REPORTS

The contractor is required to submit the following reports as specified in the attached CDRLS

- A001 Contractor Employment Status – IAW clause CLA 3403 entitled Unescorted Access Only (June 2006) paragraph g, for employee access.
- A002 Employee Clearance Record - IAW clause CLA 3403 entitled Unescorted Access Only (June 2006) paragraph d, for employee suitability.
- A003 Productive Hours – IAW hours incurred for AT Initial Training task orders requirements**
- A004 Personnel Status Report – IAW clause CLA 3402 entitled Unescorted Access Only (June 2006) Paragraph g.1 for changes in employee staffing.
- A005 Computer Hardware/Software Report – for accountability of Contractor Property utilized in the performance of this contract.
- A006 Contractor Hrs. w/Labor Distribution - required for Pseudo Pilot support, Initial Training Instruction, and ISD support for representation of FAA Program Models
- A007 Activity Report – summary of all applicable tasks issued IAW clause H.4 Task Order Processing
- A008 Training Report – IAW FAA Certification requirements for all Instructors, Psuedo Pilot Supervisors, and ISD Task Supervisors, this includes any FAA unique training requested (i.e security) as applicable to all contract personnel. (ref. PWS Appendix D Support Position Descriptions).**
- A009 Contract Funds Status Report (CFSR) – applicable to A007 Activity report, and Clause H-7 entitled Limitation of Government's obligation – allotment of funds.
- A010 Subcontracting Plan Compliance Report – IAW OU negotiated subcontracting plan dated June 13, 2007 and AMS 3.10.2-2 (clause I-15).

F.4 DELIVERY OF MATERIALS (Applicable to Program Management, ISD and Administration Support)

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in support of the tasks performed. The delivery date for materials, publications etc. shall be established as "after receipt of order "(days) from the date of written task order by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data--- General".

F.5 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168r

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Task Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed in writing by the CO or designated representative.

F.6 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 1 August 2007 through 31 July 2008 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

- Beginning 1 August 2008 through 31 July 2009
- 1 August 2009 through 31 July 2010
- 1 August 2010 through 31 July 2011
- 1 August 2011 through 31 July 2012

F.7 PHASE-IN/PERIOD OF PERFORMANCE

This contract includes a 30 day transition period that is anticipated to begin 1 July 2007, followed by the base year of performance beginning 1 August 2007 and ending 31 July 2008. The base year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government. *The base performance period will be adjusted accordingly in the event award is not made sufficiently in advance to meet the date for transition.*

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.10.1-9	STOP-WORK ORDER	OCT 1996
3.10.1-11	GOVERNMENT DELAY OF WORK	APRIL 1996
3.10.1-24	NOTICE OF DELAY	NOVEMBER 1997
3.11-34	F.O.B. DESTINATION	APRIL 1999

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135r

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for each month of performance of services, as follows:

- (1) The original to:
 - FAA, Mike Monroney Aeronautical Center
 - Financial Operations Division, AMZ-100
 - P.O. Box 25710
 - Oklahoma City, OK 73125-4913
- (2) Two copies to:
 - FAA, Mike Monroney Aeronautical Center
 - Air Traffic Division, AMA-500
 - P.O. Box 25082
 - Oklahoma City, OK 73125

- (3) One copy to:
FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125
- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
 - (2) Task Order number, Description of services, including applicable Contract line item number(s), performance dates, and quantity(s) (i.e. pilots, hours, or instructors price per day) that were provided.
 - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 INCREMENTAL FUNDING (JAN 1997)**CLA.2604**

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide the not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

G.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JAN 1997)**CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.6 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)**CLA.4550**

- (a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.
- (b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.
- (c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- (d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

**G.7 AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(July 1996)**

(a) The Contracting Officer may designate other Government personnel, known as the Contracting Officer's Technical Representative (COTR) and/or Contracting Officers' Representative (COR), to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 POST-AWARD CONFERENCE**

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given three working days notice prior to the date of the conference by the Contracting Officer.

H.2 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price.

H.3 TASK ORDER CEILING

(a) The services shall be ordered IAW with the established rates/prices and estimated totals established in Section B – Supplies/Services Costs/Price. The Contractor shall not exceed the obligated CLIN totals identified in the Delivery Order.

(b) A ceiling estimate will be established for each Task Order issued hereunder. The FAA shall not be obligated to pay the Contractor any amount in excess of the total ceiling set forth in the task order, and the contractor shall not be obligated to continue performance if to do so would exceed the established ceiling estimate, unless and until the Contracting Officer or designated representative shall have notified the Contractor in writing that exceeding the total ceiling for the Task Order has been authorized and funding is available for the revised total.

(c) The sum of all of Task Orders shall not exceed the total obligated funding on the Delivery Order.

H.4 TASK ORDER PROCESSING

(a) A Task Order will be issued identifying the schedule for services required for each CLIN. The schedules may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks according to the schedules. Only the CO or designated Contracting Officer's Representative (COR) may authorize deviation from the task order schedules.

(b) Task orders will be issued upon completion of the following sequence of actions.

- (1) The Contracting Officer issues a request for task proposal, with a copy of the Requirements Schedule attached.
- (2) The contractor submits a task proposal to the Contracting Officer including:
 - (i) A milestone schedule (if applicable to completion of task ex. ISD tasks).
 - (ii) Proposed completion, delivery date, or acknowledgement of the schedule and available support.
 - (iii) Identify the established price or a breakdown of the costs by category of discipline/skill.
 - (iv) Proposed travel costs, if applicable.
- (3) Discussion may be held to confirm scheduling or funding. Following the completion of discussions, the contractor will confirm the agreement for task performance and price estimate. The FAA will formally issue the Task Order.
- (4) The FAA will formally issue the Task Order with signature by the Contracting Officer or designated representative, and date. Each task order will contain the following information:
 - (i) An appropriate reference to the Contract, delivery order number, and task number.
 - (ii) A description of the services to be performed presented in a Task Schedule or Requirements Schedule.
 - (iii) Any special requirements relating to the specific task to be performed.
 - (iv) Scheduled deliveries.
 - (v) Ceiling price (not required for Program Mgmt, ISD, and Reporting. CLINs)

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

(e) Any Task Order issued during period of performance identified on the Contract Delivery Order, and not completed within that period, shall be completed by the contractor within the time specified in the Task Order. The rights and obligations of the contractor and the Government respecting that Task Order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

H.5 STAFFING/RESOURCE UTILIZATION

The Contractor shall assure that all persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty or upward salary adjustment resulting from the Contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for the purposes of reimbursement under this contract.

H.6 COST PLUS FIXED FEE (Applicable to Instruction for Initial AT Courses)

The PWS Appendices describe the scope of work in general terms and best estimates. The SIR Schedule B – described services reflect the projected maximum quantities to establish the contract value for these PWS requirements. The contractor shall propose the costs of services for the level of effort described for each annual performance period.

The fee is based upon the specific level of effort projected for the annual performance period (defined as the term). The fee will be established prior to award of the contract. The fee is not adjustable. Additionally, an established fee will be applicable to this cost CLIN in the base year and each option year.

Via submittal of invoices the contractor must acknowledge, by statement, the level of effort expended in performing the contract work. The FAA will assess monthly performance conducted to verify costs incurred. Allowable expended costs incurred are payable at the end of each month.

Payment of the fixed fee will be made at the end of the term provided that the Contractor has satisfied all of the other provisions of the contract related to this CLIN (i.e. deliverables, reports, and administrative procedures related to settlement of this CLIN). Payment of the fee is subject to AMS 3.2.4-6.

H.7 LIMITATION OF GOVERNMENT'S OBLIGATION – ALLOTMENT OF FUNDS

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding *thirty (30) days will exceed 75 percent (75%)* of the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.8 CANCELLATION POLICY (applicable to Instructional Services for Advanced Courses)

Tasks issued for Instructional Support are primarily driven by the training needs of the Air Traffic Organization (ATO). Consequently, schedules that are coordinated for tasks may be adjusted as enrollment information is confirmed. The schedule adjustments shall be coordinated and discussed via regularly scheduled status meetings described in the PWS. The FAA reserves the right to cancel scheduled course deliverables identified per task on or before the 5th calendar day prior to the start date of the class. The FAA will be responsible for payment of any class cancelled later than the fifth day prior to the scheduled delivery of Instruction. Payment will be at the established price identified in the task order.

H.9 DISCRIMINATION/COMPLAINTS AND EMPLOYEE APPEALS

The contractor agrees that it will take the necessary action to insure that its employees including all subcontractors' employees cooperate fully with the Federal Aviation Administration (FAA) in regard to any personnel action or discrimination complaints involving students or former students of the FAA Academy. This would include cooperation in the preparation for and participation in discrimination complaint investigation and/or hearing and in any hearing before the Merit System Protection Board, and/or Equal Employment Opportunity Commission.

H.10 Notice of Contractor Testimony (September 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.11 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed for publication or distributed shall be submitted to the Contracting Officer.

H.12 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997) CLA.0148R

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated FAA Course Manager.
- (b) In the event an FAA student is absent from class for any reason the contractor shall notify the designated FAA Course Manager.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the designated FAA Course Manager.
- (d) In the case of the death of a student, the contractor shall contact immediately the designated Course Manager.

H.13 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor

will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.14**ENVIRONMENTAL, SAFETY AND HEALTH (MAY 2007)****CLA.0090**

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) (OSHA) and applicable rules and regulations as may have been delegated to the States.

(3) Applicable Federal and state environmental requirements. This includes, but is not limited to Code of Federal Regulations, U.S. Environmental Protection Agency, Oklahoma Department of Environmental Quality, and the Oklahoma Corporation Commission.

(4) Supplemental FAA environmental, safety and health requirements contained in FAA and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute (ANSI), American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1050 classification series.

(5) MMAC Environmental Policy. The Policy states that all MMAC organizations are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- Ensure compliance with all applicable environmental requirements
- Minimize pollution and waste
- Conserve natural resources
- Continually improve environmental performance

(6) MMAC Safety and Health Policy. The Policy states that all MMAC organizations are responsible for leadership in protecting the safety and health of our employees. This is achieved through a cooperative effort between management and labor and includes the following primary elements:

- Management Leadership and Employee Involvement
- Work Site Analysis
- Hazard Prevention and Control
- Safety and Health Training

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce using the attached form. The report shall be submitted to the Contracting Officer **not later than November 30** of each government fiscal year (October 1 through September 30) and contain the following information:

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor

fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection required of and provided to Government employees.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H. 15 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.16 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.17 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

FAA ORDERS/DIRECTIVES

Security	FAA Order 1600.72 http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isp/media/160072.doc
Harassment	FAA Order 1110.125A
Accountability board	http://www.faa.gov/ahr/policy/order/orders/index.cfm
Smoking	FAA Order 3900.47 http://www.faa.gov/ahr/policy/order/orders/index.cfm
Safety/OSHA	FAA Order 3900.19B http://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf
Ramp/airdrome safety	http://www.faa.gov/runwaysafety/ontheground.cfm FAA Order 5200.7A http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf
Internet use policy	FAA Order 1370.79A http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/

MMAC ORDERS/DIRECTIVES

Contact your Contracting Officer (CO), or Contracting Officer's Technical Representative (COTR) for Compact Disk (CD).

**H.18 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (JUNE 2006)****CLA.3403**

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled Security – Unescorted Access Only.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security – Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Headquarters, Rm. 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the applicant upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

H.19 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for

transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.20 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.21 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security – Unescorted Access) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://amq.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.22 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H-23 SECURITY – UNESCORTED ACCESS ONLY (JUNE 2007)**CLA.4554****(a) Definitions.**

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position/Employee class</u>	<u>Risk Level</u>
Administrative Assistant	5
Computer Programmer I	5
Computer Programmer II	5
Computer Programmer III	5
Computer Systems Analyst	5
Education Specialist	5
Desktop Publishing Technician	5
Technical Writer	5
Training Materials Coordinator	5
Instructional Systems Specialist	5
All AT Instructors	5
All AT Supervisory Instructors	5
Pseudo Pilot	5
Pseudo Pilot Supervisor	5
Project Manager	5
Alt. Project Manager	5

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) One fingerprint card (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract employees. **AMC-700 is located at the Headquarters Building, Room 321.** All fingerprint cards shall be written in black or blue ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

(3) The applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72, Contract and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions.

Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):

FD-258 fingerprint card
OF-306 Declaration for Federal Employment
Record Check Requests (data entry sheet for Personnel Security)
Identifier/accounting sheet

- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records

Identifier/accounting sheet

- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet
DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

- High Risk Positions requiring a Background Investigation (BI):

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet
DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA; however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

(5) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(6) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.24 Personnel and Supervision (OCTOBER 2006)**CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor

personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.25 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.26 AMS 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Program Manager and Alternate

PART II - SECTION I - CONTRACT CLAUSES

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I. 2 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

I.3 AMS 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION (MARCH 2006)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor.

For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent FAA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

I.4 AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this

clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF
DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.5 AMS 3.2.4-16r**ORDERING****(OCTOBER 1996)**

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders services identified in the schedule, and task orders for activities provided by schedule. Delivery orders may be issued from date of contract award for one (1) year thereafter unless extended by exercise of options extending the ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed (electronically), a delivery order or task order is considered "issued" when the Government deposits the order in the mail (or transmits electronically). Orders may be issued orally, only if authorized in the Schedule and is considered ordered when transmitted.

I.6 AMS 3.2.4-17**ORDER LIMITATIONS (DELIVERY ORDER)****OCTOBER 1996**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$ 40,000,000.00;

(2) Any order for a combination of items in excess of \$ 40,000,000.00 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 AMS 3.2.4-20R INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any **task order** issued during the effective period of this contract and not completed within the Delivery Order period of performance shall be completed by the Contractor within the time specified in the Task Order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that Task Order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any task deliveries under this contract if ordered after 17 July 2008 (or the Delivery Order period of performance).

I.8 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.9 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the

legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I. 11 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**I.12 AMS 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(APRIL 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination.

This Statement is for Information Only: It Is Not a Wage Determination.

Employee Class	Gov Equivalent	Monetary Wage Fringe Benefits	DOL Wage Determination
Pseudo Pilot	GS-4	\$12.44	SCA Applicable
Pseudo Pilot Supervisor	GS-5	\$13.91	SCA Applicable
Training Materials Clerk	GS-5	\$13.91	SCA Applicable
Desktop Publishing Technician	GS-6	\$15.51	SCA Applicable
Training Materials Coordinator	GS-6	\$15.51	SCA Applicable
Administrative Assistant	GS-7	\$17.24	SCA Applicable
Editorial Assistant	GS-7	\$17.24	SCA Applicable
Computer Programmer I	GS-9	\$21.08	SCA Applicable
Technical Writer	GS-9	\$21.08	SCA Applicable
Computer Programmer II	GS-11	\$25.51	SCA Applicable
Education Specialist	GS-11	\$24.99	SCA Applicable
Computer Programmer III	GS-12	\$30.57	SCA Applicable
Computer System Analyst	GS-12	\$30.57	SCA Applicable
Graphics Artist	GS-12	\$30.57	SCA Applicable
Instructional Systems Specialist	GS-13	\$36.36	Professional
Instructor	GS-14	\$42.96	Professional
Supervisor	GS-15	\$50.54	Professional
Alternate Program Manager	GS-15	\$50.54	Professional
Program Manager	GS-15	\$52.02	Professional

I.13 AMS 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

I.14 AMS 3.10.2-1/alt1 Subcontracts (Fixed-Price Contracts) Alternate I (April 1996)

If the Contracting Officer elects to delete the requirement for advance notification of, or consent to, any subcontracts that were evaluated during negotiations (this election is not authorized for acquisition of major systems and subsystems or their components), add the following paragraph (i) to the basic clause:

- (i) Paragraphs (b) and (c) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [list subcontracts]

Interim Solutions for Government (ISG)

CSD (an IS Technologies Co.)

I.15 AMS 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

- (1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;
- (2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;
- (3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or
- (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.
- (b)
- (1) In the case of a proposed subcontract that
- (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,
- (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under

this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the allowability of any cost under this contract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)

(1) Reserved.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

I.16 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2006)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd., OKC, OK 73169)

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

I.17 3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2006)

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [\$200.00] for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [AMC-700 local security division or AMP-300 Office of Facility Management]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [FAA Aeronautical Center] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [AMC-700 local security division, Aeronautical Center Security and Investigations Division, AMC-700 in the Headquarters, Rm. 321] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [FAA Aero Center, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK]. The SSE will review the forms

and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **[Aeronautical Center guards in the Headquarters Building, Room 151]**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting **[Aeronautical Center security guards at 405-954-4620]**.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

I.18 AMS 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2006)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA).

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) Procedures for the reproduction of subject material;
- (6) Procedures for reporting unauthorized access; and
- (7) Procedures for the destruction and/or sanitization of such material.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.1.7.2	ORGANIZATIONAL CONFLICTS OF INTEREST	AUGUST 1997
3.1.8.1	CANCELLATION RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.1.8.2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEPTEMBER 2000
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS' DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	APRIL 1996
3.2.3-2	COST ACCOUNTING STANDARDS	APRIL 1996
3.2.3-3	DISCLOSURE OF CONSISTENCY OF COST ACCOUNTING PRACTICES	APRIL 1996
3.2.3-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APRIL 1996
3.2.2.3-8	AUDIT AND RECORDS	JULY 2004
3.2.2.3-33	ORDER OF PRECEDENCE	JULY 2004
3.2.2.3-25	REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA	JULY 2004
3.2.2.3-27	SUBCONTRACTOR COST OR PRICING DATA	JULY 2004
3.2.2.3-30	TERMINATION OF DEFINED BENEFIT PENSION PLANS	JULY 2004
3.2.2.3-75	REQUESTS FOR CONTRACT INFORMATION	JULY 2004
3.2.4-5	ALLOWABLE COST AND PAYMENT	APRIL 2001
3.2.4-6	FIXED FEE	APRIL 2003
3.2.4-16 ALT 1	ORDERING ALT 1	APRIL 2006
3.2.4-34	OPTION TO EXTEND SERVICES	APRIL 1996
3.2.5-1	OFFICIALS NOT TO BENEFIT	APRIL 1996
3.2.5-3	GRATUITIES OR GIFTS	JANUARY 1999
3.2.5-4	CONTINGENT FEES	OCTOBER 1996
3.2.5-5	ANTI-KICKBACK PROCEDURES	OCTOBER 1996
3.2.5-7	DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	JUNE 1999
3.2.5-8	WHISTLEBLPWER PROTECTION FOR CONTRACTOR EMPLOYEES	APRIL 1996
3.3.1-1	PAYMENTS	APRIL 1996
3.3.1-6	DISCOUNT FOR PROMPT PAYMENT	APRIL 1996
3.3.1-8	EXTRAS	APRIL 1996
3.3.1-9	INTEREST	APRIL 1996
3.3.1-10	AVAILABILITY OF FUNDS	APRIL 1996
3.3.1-12	LIMITATION OF COSTS	APRIL 1996
3.3.1-14	LIMITATION OF FUNDS	APRIL 1996

3.3.1-15	ASSIGNMENT OF CLAIMS	APRIL 1996
3.3.1-17	PROMPT PAYMENT	JAN 2003
3.3.1-30	PROGRESS PAYMENTS NOT INCLUDED	NOV 1997
3.3.2-1	FAA COST PRINCIPLES	OCTOBER 1996
3.4.1-10	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JULY 1996
3.4-1-12	INSURANCE	JULY 1996
3.4-13	ERRORS AND OMISSIONS	JULY 1996
3.4.2-6	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	OCTOBER 1996
3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES -FIXED PRICE CONTRACT	APRIL 1996
3.5-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APRIL 1996
3.5-13	RIGHTS IN DATA GENERAL	OCTOBER 1996
3.5-16	RIGHTS IN DATA SPECIAL WORKS	APRIL 1996
3.6.1.3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS	SEPT 2001
3.6.1-4	SMALL, SMALL DISADVANTAGED AND WOMEN OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN	APRIL 2007
3.6.1-6	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	SEPT 2001
3.6.2-2	CONVICT LABOR	APRIL 1996
3.6.2-9	EQUAL OPPORTUNITY	AUGUST 1998
3.6.2-10	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	NOVEMBER 1997
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APRIL 2007
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APRIL 2000
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APRIL 2007
3.6.2-28	SERVICE CONTRACT ACT OF 1965 AS AMENDED	APRIL 1996
3.6.2-30	FAIR LABOR STANDARDS ACT AND SERVICE CONTRAXT ACT ---PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	APRIL 1996
3.6.2-35	PREVENTION OF SEXUAL HARRASSMENT	AUGUST 1998
3.6.3-16	DRUG FREE WORKPLACE	JANUARY 2004
3.6.4-10	RESTRICTIONS ON CERTAIN	APRIL 1996

	FOREIGN PURCHASES	
3.6.5-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES	JANUARY 1999
3.7.1	PRIVACY ACT NOTIFICATION	OCTOBER 1996
3.7.2	PRIVACY ACT	OCTOBER 1996
3.8.2-11	CONTINUITY OF SERVICES	APRIL 1996
3.8.2-19	PROHIBITION ON ADVERTISING	OCTOBER 1996
3.9.1-1	CONTRACT DISPUTES	NOVEMBER 2002
3.10.1-1	NOTICE OF INTENT TO DISALLOW COSTS	APRIL 1996
3.10.1-3	PENALTIES FOR UNALLOWABLE COSTS	OCTOBER 1996
3.10.1-7	BANKRUPTCY	APRIL 1996
3.10.1-12	CHANGES--FIXED-PRICE	APRIL 1996
ALT II	CHANGES--FIXED-PRICE	APRIL 1996
3.10.1-13	CHANGES - COST REIMBURSEMENT	APRIL 1996
ALT I	CHANGES - COST REIMBURSEMENT	APRIL 1996
3.10.1-25	NOVATION AND CHANGE OF NAME AGREEMENTS	JANUARY 2003
3.10.2-1	SUBCONTRACTS (FIXED PRICE CONTRACTS)	APRIL 1996
ALT 1	SUBCONTRACTS (FIXED PRICE)	APRIL 1996
3.10.2-2	SUBCONTRACTS (COST REIMBURSEMENT AND CEILING TYPE CONTRACTS)	OCTOBER 1996
3.10.2-5	COMPETITION IN SUBCONTRACTING	JANUARY 1998
3.10.3-1	DEFINITIONS	APRIL 2004
3.10.3-2	GOVERNMENT PROPERTY - BASIC CLAUSE	APRIL 2004
ALT 1	GOVERNMENT PROPERTY	APRIL 2004
ALT II	GOVERNMENT PROPERTY	APRIL 2004
3.10.4-19	GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM	JANUARY 2002
3.10.6.1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	OCTOBER 1996
3.10.6.3	TERMINATION (COST REIMBURSEMENT)	OCTOBER 1996
3.10.6-4	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	OCTOBER 1996
3.10.6-7	EXCUSABLE DELAYS	OCTOBER 1996
3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES	JANUARY 1999
3.13-10	CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING	JANUARY 2003
3.13-11	PLAIN LANGUAGE	JULY 2006
3.14-3	FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES	JULY 2006

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Attachment 1	FAA Academy Instructional Support Services, Performance Work Statement including (20 pages) Appendix A- Terms and Acronyms (12 pages) Appendix B- Support Requirements and Projections (9 pages) Appendix C-Task/Subtask Descriptions (15 pages) Appendix D-Support Position Descriptions (43 pages) *Appendix E- Course Descriptions (51 pages) (Appendix F- Contract Data Requirements List (CDRLs) (19 pages). * designates corrected/update for award	Feb. 1, 2007 Rev. 6/22/07	169 pages
Attachment 2	DOL Wage Determination 05-2431, Rev. 03	05/29/2007 *	10 pages
Attachment 3	CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor	JUL 2001	3 pages
Attachment 4	CLA-0090 Annual Report of Injury and Illness	May 2007	1 page